

AGREEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF ECOLOGY, ENERGY, SUSTAINABLE DEVELOPMENT AND
PLANNING OF THE FRENCH REPUBLIC
FOR THE EXCHANGE OF CLASSIFIED INFORMATION RELATING TO CIVIL
NUCLEAR FACILITIES AND MATERIALS

The Department of Energy of the United States of America and the Ministry of Ecology, Energy, Sustainable Development and Planning of the French Republic (hereinafter referred to as "the Parties"),

SHARING a mutual interest in security and safety for the peaceful use of nuclear energy and in the exchange of experience in such matters,

HAVING a common objective of improving the safety and security of nuclear facilities and materials, and of preventing harm to the public and the environment,

SEEKING to enhance the national security of their respective countries, and

NOTING the General Security of Information Agreement between the Government of the United States of America and the Government of the French Republic of September 7, 1977 (hereinafter referred to as "Exchange of Notes"),

HEREBY AGREE AS FOLLOWS:

A handwritten signature in black ink, appearing to be a stylized 'S' or 'R' with a checkmark-like flourish at the end.

Section 1

1. The objective of this Agreement is to establish principles and procedures for the exchange of classified information between the Parties, which each Party elects to exchange, for the purpose of strengthening the security and safety of civil nuclear facilities, transports and materials, preventing acts of terrorism involving nuclear or other radioactive materials, and facilitating related scientific and technical cooperation between the United States and France. For purposes of this Agreement, "classified information" means "classified information" as defined in paragraph 3 of the Exchange of Notes.
2. This Agreement is subject to and shall be governed by the Exchange of Notes. In the event of any inconsistency between this Agreement and the Exchange of Notes, the Exchange of Notes and its provisions shall prevail.
3. This Agreement is not intended to affect or modify any other agreement or arrangement for the sharing of classified or other information between the United States and France.
4. Each Party may designate other organizations from its own country to exchange classified information pursuant to this Agreement.

Section 2

Whenever the Parties, or their designees, agree to exchange any classified information, each such exchange shall be governed by the following principles and procedures:

1. Only information concerning the peaceful uses of nuclear energy will be exchanged under this Agreement.



2. This Agreement does not commit either Party, or its designees, to disclose classified information to the other Party or its designees.
3. This Agreement does not apply to information concerning the military application of nuclear energy or to nuclear weapons information.
4. Each representative of each Party, or its designees, authorized to receive classified information from the other, or its designees, shall have a security clearance equal to or greater than the security classification of the information to be exchanged, and shall have the capability to protect the classified information.
5. All requests for information and visits that involve the disclosure of classified information shall be transmitted through the authorized governmental authorities of the requesting Party, or its designees.
6. The following procedural arrangements shall apply to any exchange of classified information pursuant to this Agreement:
 - a) Each Party, or its designees, shall identify the positions of the individuals authorized to:
 - (1) provide assurances that the classified information received will be controlled in accordance with this Agreement;
 - (2) certify security clearances of individuals authorized to transmit and receive classified information,
 - (3) submit requests for classified information, including visit requests, and
 - (4) receive and provide a written receipt for classified information at designated points of delivery and mailing addresses that conform with the security assurances.



- b) Each Party, or its designees, shall inform the other Party, or its designees, of the title of the person in charge of the implementation of paragraph 6 a) above. Each Party, or its designees, shall give prompt written notification to the other Party, or its designees, in the event that the identified position, or any of the relevant responsibilities entailed, is modified.
 - c) Each Party, or its designees, shall identify the positions of the individuals who are authorized to receive requests for classified information, including visit requests involving classified information. Only the incumbents so identified shall be contacted by the requesting Party, or its designees.
 - d) The recipient of classified information transferred under this Agreement shall sign and return to the releasing Party, or its relevant designee, a written receipt for each classified document received.
 - e) Classified information, including notes taken by visitors, shall be retained by the facility visited, but may be released upon the submission of a written request therefor from the Party, or its relevant designee, represented by the visitor.
 - f) Each Party, or its designees, shall provide the other Party, or its designees, with any necessary additional administrative instructions, supplemental to those of this Agreement, concerning submission of requests for and receipt of classified information.
7. Each Party, or its designees, shall report promptly and fully to the other Party, or its designees, any known or suspected compromise of classified information released to it, and the corrective action taken.



Section 3

1. Classified information exchanged under this Agreement shall be used by the Parties, or their designees, only for the purpose specified in Section 1, paragraph 1 of this Agreement, unless the Parties or their designees agree otherwise with respect to particular information exchanged. Should any classified information be jointly created as a result of the activities undertaken under this Agreement, the Parties shall make appropriate written arrangements for its protection and use.
2. The recipient Party and its designees shall not disclose classified information transmitted under this Agreement to a third country, an international organization, or an entity or citizen of a third country without the prior, written consent of the transmitting Party.
3. In accordance with the national legislation and regulations of its respective country, each Party and its designees shall take all appropriate measures to protect all classified information received under this Agreement. Each Party and its designees receiving classified information thus transmitted will provide a level of protection equivalent to that required by the Government of the Party furnishing the information, as set forth in lines 1 and 2 of the following table. With respect to the categories of unclassified information cited in line 3 of the table, each Party will accord to information received from the other Party the level of protection that the sending Party accords to the category of information provided:

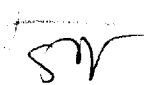
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FRANCE	UNITED STATES OF AMERICA
SECRET DEFENSE	SECRET
CONFIDENTIEL DEFENSE	CONFIDENTIAL
DIFFUSION RESTREINTE	CONTROLLED UNCLASSIFIED INFORMATION (INCLUDING BUT NOT LIMITED TO UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION [UCNI], UNCLASSIFIED BUT SENSITIVE INFORMATION AND SAFEGUARDS INFORMATION [SGI]

Section 4

1. This Agreement shall enter into force upon signature and (subject to paragraph 2 of this Section) remain in force as long as the Exchange of Notes remains in force.
2. This Agreement may be modified by the Parties' mutual agreement in writing at any time, and may be terminated by either Party upon six months' written notice to the other Party.
3. Each Party shall conduct the activities provided for in this Agreement in accordance with the applicable laws and regulations to which it is subject.
4. Upon expiration or termination of this Agreement, classified information exchanged during the term of the Agreement shall continue to be protected in accordance with the provisions of this Agreement, unless the Parties agree otherwise in writing.

DONE in duplicate, in the English and French languages, both texts being equally authentic.



FOR THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA:

[Handwritten signature]

Place: *Washington*
Date: *14 September 2008*

FOR THE MINISTRY OF ECOLOGY, ENERGY, SUSTAINABLE DEVELOPMENT AND
PLANNING OF THE FRENCH REPUBLIC:

Pour le Ministre d'État et par délégation
Le Préfet, Secrétaire général

[Handwritten signature]
Didier LALLEMENT

Place: *Paris*
Date: *16 September 2008*